

CITY OF MANCHESTER
NEW HAMPSHIRE 03101

February 6, 2004

SEALED PROPOSAL INVITATION
IS-0403

NOTICE is hereby given that the City of Manchester will receive sealed proposals in the Office of the Information Systems Department, City of Manchester, State of New Hampshire until two o'clock (2:00 PM) on Friday, February 20, 2004 for the furnishing of the supplies, materials, equipment, or services, as indicated by the items hereunder listed in accordance with the applicable specifications:

Out of State Long Distance Telephone Service

In-State Long Distance Telephone Service

Calling Card Service

The right is reserved to accept any proposal or any part or parts thereof, or to reject any or all proposals.

Any name appearing on the Comptroller General's list of ineligible contractors for Federally-financed and assisted work is not an eligible Bidder. In addition thereto, a proposal based upon the furnishing of equipment or components thereof, manufactured by such an ineligible contractor, will be ineligible for consideration.

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

All proposals are subject to the terms and conditions and specifications set forth in this Sealed Proposal Invitation.

BY: Diane S. Prew

Director, Information Services

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I. TERMS AND CONDITIONS

A. Proposals - Where Received

Proposals will be received by the Information Systems Department of the City of Manchester, State of New Hampshire, at the place and until the time specified in the Notice to Bidders and then publicly read aloud for the information of Bidders and other properly interested people who may be present either in person or by representative. NO PROPOSAL WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

B. Definitions

The following meanings are attached to the defined words when used in this proposal form:

1. The word "City" means the City of Manchester New Hampshire.
2. The word "Bidder" means the person, firm or corporation submitting a proposal on these specifications or any part thereof.
3. The word "Contractor" means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this Sealed Proposal Invitation and the Contract.
4. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.

C. Submission of Proposal

This Sealed Proposal Invitation can be sent to you by email, in duplicate or on a 3.5" diskette in Microsoft Word 2000 format. The proposal cannot be returned by email. Two complete copies must be returned when bidding. Strict compliance with the requirements of the Notice to Bidders, Terms and Conditions, and the instructions printed on the forms is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces in the proposal forms shall be suitably filled in. For the convenience of Bidders, extra sets of proposal forms are available at no cost and on demand, at the Office of the Information Systems Department, City of Manchester, State of New Hampshire.

D. Signatures on Proposal Forms

Each proposal must give the full business address of the Bidder and be signed with an authorized signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in this matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the title "president", "secretary", "agent", or other title without disclosing his principal may be held to be the proposal of the individual signing.

When requested by the Director, Information Services, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

E. Sealed and Marked

Proposals, with the required bid security, must be securely sealed in a suitable envelope, addressed and marked on the outside as follows:

Sealed Bid Proposal Invitation
IS-0403
Information Systems Department
100 Merrimack Street
Manchester, NH 03101-2210

The City of Manchester is not responsible for proposals not properly marked.

F. Bid Security

Bid security, in the form of a bid bond, deposit of cash, or certified check, bank cashier's or bank official's check drawn on a solvent bank, payable to the "City Finance Officer, City of Manchester" in the amount of not less than the estimated cost of the service proposed for one month must accompany each proposal as a guarantee that if the proposal is accepted a Contract will be entered into. Such bid deposits of all Bidders will be held by the City of Manchester until all proposals submitted shall have been canvassed and the proposals have either been rejected in whole or in part or the award of the Contract or Contracts has been made. The bid deposit of the successful Bidder will be held until a Contract is duly executed. Bid deposits will be returned to unsuccessful Bidders within one (1) week after award of the Contract. If the successful Bidder to whom a Contract shall have been awarded refuses to execute the contract and to furnish the performance and payment bonds herein described, within ten (10) working days after award of the Contract, the amount of the bid deposit shall be forfeited to and retained by the City of Manchester as liquidated damages for such neglect or refusal.

G. Interpretations

No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Proposal Invitation. Every request for such interpretation or requests for a change in the specifications or terms and conditions shall be made in writing and addressed and forwarded to Diane S. Prew, Director, Information Services, 100 Merrimack Street, City of Manchester, State of New Hampshire, five (5) or more working days before the date fixed for the opening of proposals. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Proposal Invitation which, if issued, will be sent as promptly as practicable to all persons to whom the Sealed Proposal Invitations have been issued. All such addenda shall become a part of the Sealed Proposal Invitation.

H. Incomplete Proposals

Proposals which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions may be rejected as informal by the Director, Information Services, City of Manchester, State of New Hampshire.

I. Conditional Proposals

Conditional Proposals will not be accepted.

J. Alternative Proposals

Alternative proposals which do not minimally conform to the specifications will not be accepted.

K. Taxes

As the City of Manchester is exempt from the payment of Federal Excise Taxes, all prices quoted herein are not to include these taxes.

L. Prices

All prices and delivery times quoted must be firm FOB destination, City of Manchester, State of New Hampshire, unless otherwise indicated by the City. TIME IS OF THE ESSENCE.

M. Unit Pricing

Prices shall be stated in units of quantities specified. In case of discrepancy in computing the amount of the proposal, the unit prices quoted will govern.

N. Price Reductions

It is understood and agreed that should any price reductions occur between the opening of this proposal and the delivery of any order, the benefit of any such reductions will be extended to the City.

O. Compliance with Specifications

Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Proposal Invitation.

References to a particular trade name, manufacturers' catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.

P. Discounts

1. Cash discounts will be considered when determining the low proposal except when cash discounts hold for a period of less than fifteen (15) days. Cash discounts for payment within a period of less than the above number of days will not be taken into consideration when determining the low bid.
2. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the Contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

Q. Penalties

It is understood and agreed that in the event of failure on the part of the Bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within ninety (90) days from date of notification. Should the successful Bidder fail to make delivery or complete Contract within time specified, the City reserves the right to make the purchase at the open market and charge any excess over Contract price to the account of the successful Bidder, who shall pay the same.

R. Delivery

1. The City, through the Director, Information Services, reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Sealed Proposal Invitation will remain firm, and the City shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the Director, Information Services.
2. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.

S. Non-Collusion

The Bidder must certify that no official or employee of the City of Manchester, State of New Hampshire, is pecuniarily interested in the proposal or in the Contract which the Bidder offers to execute or in the expected profits to arise therefrom, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

T. Withdrawal of Proposal

Proposals may be withdrawn upon written or telegraphic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. If any proposal is withdrawn after time and date specified, the Bidder shall forfeit his proposal bid security as liquidated damages.

U. Contract Period

The City will consider proposals for 1, 2 and 3 year contracts with options to renew.

1. Two and three year contracts must allow the City to cancel if funds are not appropriated.

V. Basis of Award of Contract

1. The City of Manchester reserves the right to waive any informalities in proposals and to reject any and all proposals, wholly or in part, and to make awards in a manner deemed in the best interests of the City.
2. Proposals shall be evaluated and selection made on the basis of demonstrated competence and qualification for the supplying of any or all of the following services, **“out-of-state” and “in-state” long distance telephone service and calling card service** at a fair and reasonable price. In addition to price, the following is a partial list of criteria which will be used in the evaluation process:
 - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
 - (1) specific experience with similar projects of equal or greater size,
 - (2) specific experience with earlier phases of the same project,
 - (3) background and experience of staff members who would be assigned to the job.
 - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. Whether the Bidder can implement the change without a disruption of service;
 - d. The character, integrity, reputation, judgement, experience, and efficiency of the Bidder;
 - e. The quality of performance of previous contracts or services;
 - f. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
 - g. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - h. The quality, availability and adaptability of the supplies, or contractual services to the particular use required;
 - i. The number and scope of conditions attached to the proposal;
 - j. The amount of total direct and indirect costs which would accrue to the City on account of the proposal;
 - k. References of other clients whether they are vendor supplied or independently obtained;
 - l. The ability of the vendor to provide acceptable billing.
3. The City of Manchester reserves the right to make awards on this proposal by item; or to accept all or part of the proposal or prices quoted.

W. Contract Agreement

The Contract Agreement will be in the form customarily employed by the City of Manchester and will incorporate the Notice to Bidders and Terms and Conditions of this Sealed Proposal Invitation. A copy of the Contract Agreement is attached hereto.

X. Indemnification and Insurance

1. The Bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented, material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract.
2. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and save harmless the City of Manchester from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City of Manchester, its employees, representatives, agents, etc.
3. If, in the judgement of the Director, Information Services, any property is needlessly damaged by an act or omission of the Contractor or his employees, servants, or agents, the amount of such damages shall be determined by the Director, Information Services of the City of Manchester and such amount shall be deducted from any money due the Contractor or may be recovered from said Contractor in actions at law.
4. The City is relieved from all risks of physical loss or damages to the equipment including extra expenses resulting therefrom, during periods of transportation and installation.
5. The Contractor shall carry Comprehensive General Liability Insurance with limits not less than \$1,000,000 per occurrence for Bodily Injury and \$1,000,000 per occurrence for Property Damage and Automobile Liability Insurance with limits not less than \$1,000,000 per person and \$1,000,000 per occurrence for Bodily Injury and \$1,000,000 per occurrence for Property Damage Covering all work performed under this contract. Such insurance shall include the following:
 - a. All operations including use of all vehicles.
 - b. Contractual liability covering this contract.
 - c. "Personal" Injury coverage (in addition to "Bodily" Injury).
6. The Contractor shall carry Worker's Compensation Insurance including Employers Liability Insurance as provided by the New Hampshire Revised Statutes Annotated, 1955, as amended, covering all work performed by him under this agreement.
7. Insurance similar to that required of the Contractor shall be provided by or on behalf of all subcontractors to cover their operations performed under this agreement. The Contractor shall be held responsible for any modifications in these insurance requirements as they apply to subcontractors.

8. Insurance Certificates.

- a. Insurance certificates evidencing the above are to be furnished the City at time of execution of the contract and shall provide for not less than 30 days prior notice to the City of any cancellation or major change in the policies.
- b. The Department of Risk Management is to be furnished a copy of the policy or policies including any endorsements required to provide stated coverage within thirty (30) days after the location of any equipment and/or the starting of work on or at the project. No changes or alterations in the policies shall be made without the approval of the Risk Management Director.

Y. Assignment of Monies

The Contractor will not be permitted to either assign or underlet the Contract, nor assign either legally or equitably any monies hereunder, or its claim thereto, without the previous written consent of the City Finance Officer.

Z. Statutes and Ordinances

The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City of Manchester, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

AA. Guarantees

The Bidder to whom a Contract is awarded guarantees to the City of Manchester that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-315 shall remain in force and will not be disclaimed.

BB. Additional Terms and Conditions for Contracts in which there is Federal Participation

1. Any proposed change in the Contract shall be submitted to the Director, Information Services for prior approval.
2. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.
3. No member, officer, or employee of the State of New Hampshire or the City of Manchester during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.
4. In connection with the execution of the Contract, the Contractor shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; in selections for training, including apprenticeship.
5. In connection with the performance of the Contract, the Contractor will cooperate with the City of Manchester in meeting his commitments and goals with regard to the

maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

CC. Assignment of Work

Assignment of any portion of the work by subcontract must be approved in advance by the Director, Information Services.

DD. Governing Law

This contract shall be construed according to the laws of the State of New Hampshire.

EE. Disputes

Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Information Services, who shall cause its discussion to be reduced to writing and shall furnish a copy thereof. The decision of the Director, Information Services shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes to the City a written appeal addressed to the Mayor and Board of Aldermen. The decision of the Mayor and Board of Aldermen or their duly authorized agent or representative for the determination of such appeal shall be final and conclusive unless determined by the Hillsborough County Superior Court or other court of competent jurisdiction to have been unreasonable. Pending final decision or a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Director, Information Services' decision of the dispute.

FF. Severability

1. Compliance: each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.
2. Partial Invalidity: If any term or provision of this agreement shall be found to be illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

GG. Headings not Controlling

Headings used in this contract are for reference purposes only and shall not be deemed a part of this contract.

HH. Acceptance Criteria

The City of Manchester reserves the right to reject the items delivered under this contract as not conforming to the specifications unless the items specified in the Standards of Performance and Acceptance are met.

II. Standards of Performance and Acceptance

This section establishes a standard of performance that must be met before service is accepted by the City.

1. The performance period shall begin on the installation date and will end when the service has met the standard of performance for a period of sixty (60) consecutive days by operating in conformance with the specifications listed under Section II Technical Specifications.
 - a. In the event the service does not meet the standard of performance during the initial sixty (60) consecutive days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of sixty (60) consecutive days.
2. If the service fails to meet the standard of performance after one hundred twenty (120) calendar days from the installation date, the City may, at its option terminate the service in accordance with this Contract.

JJ. Method of Payments

1. Initial payment shall be made not earlier than fifteen (15) days nor longer than forty-five (45) days after delivery, installation and acceptance of all contracted items, and upon rendering an original and one (1) copy of an itemized invoice. Invoices will be forwarded to the Information Systems Department; 100 Merrimack Street; Manchester, NH 03101-2210.
2. Monthly - Checks will be issued on the fifteenth of the next month following the receipt of the monthly bill, allowing sufficient time for each group to verify and process their portion of the bill.

(Example: *A bill dated Jan 1, 2004 and received by the City on Jan 12, 2004 will be paid on Feb 15, 2004.*)

II. TECHNICAL SPECIFICATIONS

- A. The City is accepting proposals for **out-of -state long distance telephone service and in-state long distance service** for all of their lines that are billed under their Centrex contract. The City is also accepting proposals for **calling card service**. The City will consider proposals for 1, 2 and 3 year contracts with renewal options of 1 year intervals. Any contract that is longer than one year must allow the City to cancel if funds are not appropriated.
- B. The total monthly usage for the six previous months for the approximately 727 lines that are billed under one Centrex account is as follows:

	<u>Out of State</u>	<u>In-State</u>	<u>International</u>	<u>Calling Card</u>
July 2003	17,386 min	20,237 min	200 min	42 min
Aug 2003	18,385 min	27,352 min	124 min	15 min
Sept 2003	18,498 min	31,786 min	202 min	20 min
Oct 2003	19,800 min	36,040 min	158 min	38 min
Nov 2003	19,077 min	40,198 min	232 min	6 min
Dec 2003	15,100 min	35,753 min	90 min	6 min

- C. Usage during the summer months might be somewhat less.
- D. Most Centrex lines, current and future will be included.
- E. The City expects all long distance calls to be virtually non-blocked.
- F. The toll charges are distributed to approximately 90 groups, which includes each school as a separate group. The successful vendor will be required to separate their charges by these billing groups in a way that is acceptable to the City at no additional charge. Each billing group must receive only their charges.
- G. Page separations are required for each group so as to not allow more than one group on a two-sided bill.
- H. Samples of bills must be provided with bid.
- I. Access to the long distance service must be seamless to the user. It must not require any extra digits to be dialed or require any local programming. The PIC must be set at the CO.
- J. Rates can vary for time of day and/or day of week.
- K. Rates cannot vary for different areas of the United States.
- L. If a contract for a specific period of time is required for the lowest rate, the City must be allowed a way to cancel the contract with ninety (90) days notice if the contract ceases to be in the City's best interest. The reason for canceling a contract could be, but is not limited to, inadequate service, inaccurate billing or the availability of lower rates elsewhere.

- M. If the City incurs charges for a change-over, the charges must be stated in the proposal and will be added to the cost of the proposed service for proposal evaluation.
- N. If, within one hundred twenty (120) days after cut over, the Bidder fails to meet the standard of performance, the Bidder will pay any charges the City will incur to be returned to the service that the City had previously. The incurred charges may be deducted from any payments due to the Vendor by the City.

III. REFERENCES

Include a list of three (3) customers of similar size or greater using the service proposed. The reference sites must be using the proposed service with Centrex and have experience with the proposed billing.

<u>Company</u>	<u>Address</u>	<u>Person's Name</u>	<u>Telephone</u>
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IV. QUESTIONNAIRE

Answers to the following questions will be considered when evaluating the proposals. If the bidder is quoting service for both in-state and out-of-state service, and calling card service a questionnaire should be filled out of each type of service.

Type of service_____

1. What is the shortest call billed?
2. What is the shortest increment billed?
3. When does the timer for each individual call start?
4. Are incomplete calls ever billed?
5. What is the charge for directory assistance?
6. What is the charge for national directory assistance?
7. Is there a minimum monthly usage required to receive the proposed rates?
8. If there are minimums and these minimums are not met, how are the rates billed affected?

9. Are there any charges for this service besides those charges for the actual time used?
10. Are there any penalties for canceling a contract with sixty (60) days notice?
11. Will we have on-line access to our account through the Internet?
12. How are monthly changes, such as adding or deleting telephone numbers and groups, accomplished? In what time frame will these changes be effective?
13. What options are available to receive our bill statement? (*paper, CD-ROM, on-line*)
14. Do you offer a directory assistance call allowance?

V. SCHEDULE I

Describe the service proposed.

VI. SCHEDULE II

List all charges including those of other Vendors that the City will incur during installation and on-going use of this service. This list must include **all** charges, access fees, service charges, surcharges, taxes and any other costs the City might incur. If the charge is not listed, the City will not pay it. If the unlisted charged is required, the Contractor must pay or absorb the cost for the duration of the contract including any renewals. Any new charges that may be introduced after the effective date of the contract will be paid or absorbed by the Contractor.

<u>Description of Service</u>	<u>Unit Price</u>
In-State Long Distance	_____
In-State Long Distance (fractional minute)	_____
Inter-State Long Distance	_____
Inter-State Long Distance (fractional minute)	_____
Directory Assistance (In-State/per call)	_____
Directory Assistance (Inter-State/per call)	_____
Direct Dialed Directory Assistance Charges	_____
National Directory Assistance Charges	_____
Calling Card	_____
Late Charges	_____
Date Applied	_____
Applicable Rates	_____
Universal Connectivity Charge	_____
Carrier Line Charges	_____
Presubscribed Interexchange Carrier Charge (PICC)	_____
Subscriber Line Charge (SLC)	_____
Universal Service Fund (USF)	_____
Other Charges	_____

VII. PROPOSAL FORM

TO: Diane S. Prew

Director, Information Services

City of Manchester

State of New Hampshire

In compliance with the invitation for proposals to furnish supplies, materials, equipment, and services on the accompanying schedules, the undersigned (name) _____ a corporation organized and existing under the laws of the State of _____ or a general partnership consisting of _____ of _____ City of _____ State of _____ hereby proposes to furnish, within the time specified in the Request for Proposals, the supplies, materials, equipment, and services at the prices stated opposite the respective items listed on the SCHEDULE.

Upon receipt of written notice of the acceptance of this proposal, the undersigned will, if required, execute a form of contract in accordance with the proposal as accepted and give bonds, with good and sufficient surety or sureties, for the faithful performance of the Contract, and for payment for labor and materials, within ten (10) days after the prescribed forms are presented for signature.

Discount will be allowed for receipt of prompt payment as follows:

within _____ calendar days, _____ percent (____ %);

within _____ calendar days, _____ percent (____ %);

within _____ calendar days, _____ percent (____ %);

Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the Contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance

Deliveries are to be made to: _____.

Delivery and/or completion to be made within _____ days from the date of notification by the City. TIME IS OF THE ESSENCE.

If the undersigned fails to perform any of the promises made herein, the proposal security, which is deposited with the _____ shall be paid to the City of Manchester or payment of the bond herewith deposited will be enforced for the benefit of the City of Manchester as liquidated damages for such default; otherwise the proposal security will be returned to the undersigned.

The undersigned as Bidder, declares that only parties interested in the proposal as principals are named herein; and that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the City is directly or indirectly interested in this proposal; and he proposes and agrees that if this proposal is accepted he will contract with the City in accordance with the Specifications, and the Terms and Conditions as spelled out in this Sealed Proposal.

Dated _____, 20____.

Authorized Signature of Bidder & Title

(please print or type name of Bidder & Title)

Address

Full names and addresses of all persons interested in this proposal as principals are as follows:

NAME

ADDRESS

VIII. SAMPLE CONTRACT

INFORMATION SYSTEMS DEPARTMENT
THE CITY OF MANCHESTER
NEW HAMPSHIRE 03101

CONTRACT

Sealed Proposal IS-0403

Agreement made _____ 20____ between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and _____ of _____, City of _____, State of _____ herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

_____ being selected as the most appropriate Bidder, shall provide to the City the following supplies, materials, equipment, and services:

SEE PURCHASE ORDER: _____

Such supplies, materials, equipment, and services shall be provided in accordance with the proposal made by _____, pursuant to the Notice To Bidders, the Terms and Conditions contained in this Sealed Proposal Invitation, and the procedures established by the City's Procurement Code section 20 1/2-4, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

The City shall pay _____ the price and amount set out in the Contractor's bid on delivery to and acceptance by the City of the supplies, materials, equipment, and services herein described, and on filing by _____ and approval by the City of a verified claim for the amount due.

The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulations, or other cause beyond the control of either party.

This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AT THE
INFORMATION SYSTEMS DEPARTMENT THE DAY AND YEAR FIRST ABOVE
WRITTEN.

Signature
Diane S. Prew
Director, Information Services

Signature

Typed Name

Title

Acknowledged by:
